

COPY OF PAPERS
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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

17

Applicants: Quijano et al

Serial No.: 09/605,118

Filed : June 26, 2000

Title : BIFURCATED BIOLOGICAL PULMONARY VALVED CONDUIT

Examiner: Pellegrino, Brian E.

Group Art Unit: 3738

Docket: P10220.01

RECEIVED

JUL 08 2002

TECHNOLOGY CENTER R3700

DATE OF DEPOSIT: June 12, 2002

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Barbara J. Lakanen

Printed Name

Signature

Barbara J. Lakanen

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION UNDER 37 CFR § 1.321(b)**

Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Sir:

I, Daniel W. Latham, claim that I am an authorized representative to sign on the behalf
of the assignee of the above-identified patent application. The extent of our interest is in



the whole of this invention



a sectional interest in this invention as follows: *(state the exact interest)*

08/01/2002 ARIVERS1 00000003 132546 09605118

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110.00 CH

Disclaimer

Applicants hereby disclaim the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of:

☐ U.S. Patent No. _____, as presently shortened by any terminal disclaimer

☐ Any patent granted on application number _____

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to

☒ U.S. Patent No. 6,110,201

☐ Any patent granted on application number _____,

this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

The Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of

☐ U.S. Patent No. _____, as presently shortened by any terminal disclaimer

☐ any patent granted on application number _____

in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated

prior to expiration of its statutory term as presently shortened by any terminal disclaimer,
except for the separation of legal title stated above.


The Commissioner is hereby authorized to charge \$110.00 to Deposit Account No. 13-2546 to cover the cost of the disclaimer. Any deficiency or overpayment should be charged or credited to Deposit Account No. 13-2546. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

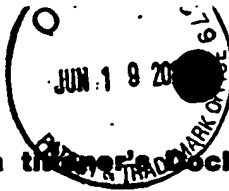
Medtronic, Inc.

By their attorneys,

6/11/2002
Date



Atty: Daniel W. Latham
Reg. No. 30,401
MEDTRONIC, INC.
710 Medtronic Parkway
Minneapolis, Minnesota 55432
Telephone: (763) 391-9661



COPY OF PAPERS
ORIGINALLY FILED

Pra tiner's Docket N . P10220.01

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Quijano et al
Application No.: 09/ 605,118 Group No.: 3738
Filed: 06-28-2000
For: Bifurcated Biological Examiner: Pellegrino
Pulmonary Valved Conduit

Issue Date: _____

Patent*: _____

Issue Date: _____

Reexamination No.: _____

Issue Date: _____

Reissue: _____

*NOTE: Insert name(s) of inventor(s) and title for patent.

Assistant Commissioner for Patents
Washington, D.C. 20231

RECEIVED

JUL 08 2002

TECHNOLOGY CENTER R3700

STATEMENT UNDER 37 C.F.R. § 3.73(b)—
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10*
(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

- ☐ deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231
37 C.F.R. § 1.8(a)
- ☐ with sufficient postage as first class mail. ☐ as "Express Mail Post Office to Addressee"
Mailing Label No. _____ (mandatory)

TRANSMISSION

- ☐ transmitted by facsimile to the Patent and Trademark Office.

Signature

Date: 6-12-2002

Barbara J. Lakanen

(type or print name of person certifying)

*WARNING: Each paper or fee filed by Express Mail must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. § 1.10(b).

"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

NOTE: 37 CFR 3.73(b) states: "When an assignee seeks to take action in a matter before the Office with respect to a patent application, . . . , patent, registration, or reexamination proceeding, the assignee must establish its ownership of the property to the satisfaction of the Commissioner. Ownership is established by submitting to the Office, in the Office file related to the matter in which action is sought to be taken, documentary evidence of a chain of title from the original owner to the assignee (e.g., copy of an executed assignment submitted for recording) or by specifying (e.g., reel and frame number) where such evidence is recorded in the Office. The submission establishing ownership must be signed by a party authorized to act on behalf of the assignee. Documents submitted to establish ownership may be required to be recorded as a condition to permitting the assignee to take action in a matter pending before the Office."

NOTE: "Section 3.73(b) is amended to remove the sentence requiring an assignee to specifically state that the evidentiary documents have been reviewed and to certify that title is in the assignee seeking to take action. The sentence is deemed to be unnecessary in view of the amendment to §§ 1.4(d) and 10.18." Notice of Oct. 10, 1997, 62 Fed. Reg. 53,131, at 53,174.

1. The assignee(s) of the entire right, title and interest hereby seek(s) to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

2. Medtronic, Inc.
Name of assignee
Corporation
Type of assignee, e.g., corporation, partnership, university, government agency, etc.

PERSON AUTHORIZED TO SIGN

3. Harold R. Patton
(type name of person authorized to sign on behalf of assignee)
Vice President & General Counsel
Title of person authorized to sign

NOTE: The Notice of April 30, 1993 (1150 O.G. 62-64) points out:

"The statement under 37 CFR 3.73(b) may be signed on behalf of the assignee in the following two manners if the assignee is an organization (e.g., corporation, partnership, university, government agency, etc.).

"(1) The statement may be signed by a person in the organization having apparent authority to sign on behalf of the organization. An officer (president, vice-president, secretary, or treasurer) is presumed to have authority to sign on behalf of the organization. The signature of the chairman of the board of directors is acceptable, but not the signature of an individual director. A person having a title (manager, director, administrator, general counsel) that does not clearly set forth that person as an officer of the assignee is not presumed to be an officer of the assignee or to have authority to sign the statement on behalf of the assignee. A power of attorney from the inventors in an organization to a practitioner to prosecute a patent application does not make the practitioner an official of an assignee or empower the practitioner to sign the statement on behalf of the assignee.

"(2) The statement may be signed by any person, if the statement includes an averment that the person is empowered to sign the statement on behalf of the assignee and, if not signed by a registered practitioner, the statement must be in oath or declaration form. Where a statement does not include such an averment, and the person signing does not hold a position in the organization that would give rise to a presumption that the person is empowered to sign the statement on behalf of the assignee, evidence of the person's authority to sign will be required."

[Author's Note: The requirement for an oath or declaration for this statement by a person not a registered practitioner was rescinded by the rules effective December 1, 1997.]

(complete the following, if applicable)

- ☐ I, the person signing below, state that I am empowered to sign this statement on behalf of the assignee.

Ownership by the assignee is established as follows:

A.

1. ☐ An assignment from the inventor(s) of the matter identified above, which was recorded in the PTO at
Reel _____, Frame _____
2. ☐ An assignment (document) separately being submitted for recordal herewith.

AND/OR

B. ☒ A chain of title from the inventor(s) to the current assignee as shown below:

1. From: Quijano, R.C.
Name of inventor(s)
To: Venpro Corporation

Recorded in PTO: Reel
9779, Frame 0402

2. From: Loya, Robert
Name of inventor(s) or assignee
To: Venpro Corporation

Recorded in PTO: Reel
9779, Frame 0402

3. From: Venpro Corporation
Name of inventor(s) or assignee
To: Medtronic, Inc.

Recorded in PTO: Reel
_____, Frame _____

(check item below, and add details, if applicable)

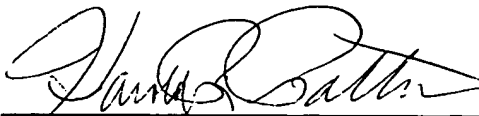
- ☐ Additional documents in the chain of title are listed in the attached Supplemental Sheet.

COPIES OF DOCUMENTS IN CHAIN OF TITLE

(complete this item, if copies are being sent)

- ☒ Copies of the assignment(s) or other document(s) in the chain of title are attached as follows:

<input type="checkbox"/> A	<input type="checkbox"/> 1	<input type="checkbox"/> 2
<input checked="" type="checkbox"/> B	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 2
		<input checked="" type="checkbox"/> 3



(Signature of authorized person)

Harold R. Patton

(type or print name of authorized person)

Vice President & General Counsel

Title of authorized person

Reg. No.:

SIGNATURE OF PRACTITIONER

Tel. No.: ()

(type or print name of practitioner)

Customer No.:

P.O. Address

PATENT ASSIGNMENT AND LICENSE

WHEREAS, VenPro Corporation, a Delaware corporation having offices at 2 Jenner, Suite 100, Irvine, California 92618 (hereinafter "ASSIGNOR") is the owner of the entire right, title, and interest of the following patents and patent applications (hereinafter "the Patents and Patent Applications"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S. Patent No. 6,110,201	8/29/00	Bifurcated Biological Pulmonary Valved Conduit

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
U.S. Application No. 09/605,118	6/28/00	A Bifurcated Biological Pulmonary Valved Conduit
PCTUS00/04309	2/18/00	A Bifurcated Biological Pulmonary Valved Conduit

WHEREAS, Medtronic, a Minnesota corporation having offices at Mail Stop LC 400, 710 Medtronic Parkway NE, Minneapolis, Minnesota 55432 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the Patents and Patent Applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the Patents and Patent Applications and all patents that may be granted thereon, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents.

ASSIGNEE hereby grants to ASSIGNOR a worldwide, exclusive, irrevocable, royalty-free license under the Patents and Patent Applications, and all patents that may be granted thereon, to make, have made, use, import, offer for sale and sell venous valve bioprostheses for use in lower extremities and all methods for testing, making, processing or using said bioprostheses.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of February, 2001.

VENPRO CORPORATION

By: _____

Name Printed: _____

Title: _____

STATE OF CALIFORNIA

COUNTY OF ORANGE

ss.

On Feb. 28, 2001, before me, Misti D. Fantozzi-Anduiza, personally appeared R. King Nelson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of February, 2001.

MEDTRONIC, INC.

By: _____

Name Printed: _____

Title: _____

STATE OF

COUNTY OF

ss.

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of February, 2001.

VENPRO CORPORATION

By: _____

Name Printed: _____

Title: _____

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28th day of February, 2001.

MEDTRONIC, INC.

By: Michael D. Ellwein

Name Printed: Michael D. Ellwein

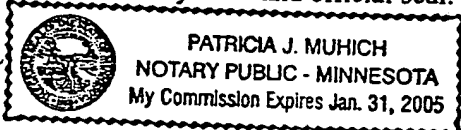
Title: VP - CDO

STATE OF Minnesota }
COUNTY OF Anoka } ss.

On Feb 28, 2001, before me, Patricia J. Muhich, personally appeared Michael D. Ellwein personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Patricia J. Muhich
Notary Signature



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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 18, 1999

PTAS

KNOBBE, MARTENS, OLSON & BEAR, LLP
VITO A. CANUSO III
620 NEWPORT CENTER DRIVE
16TH FLOOR
NEWPORT BEACH, CA 92660



UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/18/1999

REEL/FRAME: 9779/0402
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
QUIJANO, R.C.

DOC DATE: 12/29/1998

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JUL 08 2002

ASSIGNOR:
LOYA, ROBERT

DOC DATE: 12/29/1998

TECHNOLOGY CENTER R3

ASSIGNEE:
VENPRO
2 JENNER, SUITE 100
A DELAWARE CORPORATION
IRVINE, CALIFORNIA 92618

SERIAL NUMBER: 09252333
PATENT NUMBER:

FILING DATE: 02/18/1999
ISSUE DATE:

Handwritten mark resembling a stylized 'B' or '7'.

9779/0402 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Application No.: Unkn wn
Filing Date: Herewith

PATENT
Client Code: VENPRO.007A
Page 1

ASSIGNMENT

WHEREAS, We, R.C. Quijano, a U.S.A. citizen, residing at 27451 Lost Trail Drive, Laguna Hills, California 92653, and Robert Loya, a U.S.A. citizen, residing at 14178 Mendocino Court, Fontana, CA 92336, have invented certain new and useful improvements in A BIFURCATED BIOLOGICAL PULMONARY VALVED CONDUIT for which we have executed an application for Letters Patent in the United States, on even date herewith;

AND WHEREAS, VENPRO (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 2 Jenner, Suite 100, Irvine, California 92618, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29th day of December, 1998

R.C. Quijano
R.C. Quijano

STATE OF California
COUNTY OF Orange ss.

On 12/29/98, before me, Misti D. Fantozzi-Andulza personally appeared R.C. Quijano personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Misti D. Fantozzi-Andulza
Signature

Application No.: Unknown
Filing Date: Herewith

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of Dec, 1998

Robert Loya
Robert Loya

STATE OF California
COUNTY OF Orange

]] ss.

On 12/29/98, before me, Misti D. Fantozzi-Anduza personally appeared Robert Loya personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



VAC-6524-JP
121698

Misti D. Fantozzi-Anduza
Signature